

KEWSTOKE VILLAGE HALL & PLAYING FIELD TRUST
Reg Charity: 276900

Standard Conditions of Hire

These standard conditions of hire apply to all hirings of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should be immediately consulted.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, the Hirer shall make good or pay for all damages (including accidental damage) to the premises or the fixtures, fittings or contents and for the loss of contents. **The HIRER shall indemnify the Management Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building, which may occur during the period of the hiring as a result of the hiring.**

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

4. Licences

The Hirer shall ensure that the Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television, digital sources, or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or that the Village Hall holds it.

5. Public Safety Compliance

The Hirer shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

- (a) The Hirer acknowledges that they have received instruction in the following matters;

- The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (A diagram is to be found in the kitchen and foyer)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items;

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be used safely.
- That any fire doors are not wedged open.
- That exit signs are illuminated. **(Note: Suggest that these are ON permanently)**
- That there are no obvious fire hazards on the premises.

6. Means of escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device)

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with Food Temperature Regulations. **The premises are provided with a refrigerator and thermometer.**

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety. **(Note: All sockets are protected by RCD's)**

10. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the

storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another Hirer.

The Village Hall is insured against any claims arising out of its own negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee as soon as possible and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995 (RIDDOR)

12. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (eg. Polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquid Propane Gas (LPG) heating appliances shall not be used.

14. Drink and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing the neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

15. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall committee with a copy of their Child Protection Policy on request.

- 17. The HIRER shall be responsible for the safety and good behaviour of any children using the Hall and Playing Fields.**

18. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village Hall's management committee accordingly against all actions, claims, and proceedings arising from the breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of goods and services are prominently displayed, as shall be the organisers name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further details can be found in Village Hall Information Sheet 34.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) The Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) The premises becoming unfit for the use intended by the Hirer
- (d) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- (e) The Village Hall management committee having to close the hall due to a Pandemic where Government instructions will be followed.
- (f) The premises being required for use for Blood Donor sessions.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding areas in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge. **The Hirer must ensure that any balloons used as part of their activities are removed as “floating” balloons within the building are a potential fire hazard and also can activate the security alarms.**

Note: A period of time beyond the hire period (normally 15 minutes before and after) is allowed for setting out and clearing away. On Saturday evenings a period of 30 minutes is allowed for clearing away under the direction of the caretakers.

22. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

23. Stored Equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises: and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may, in its discretion in any of the following circumstances, namely –

- (a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) In respect of any other property brought on to the premises for the purpose of hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

24. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Secretary. Any alterations, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

25. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

26. Payment

Full payment for the hire of the Village Hall MUST be made at least 7 days prior to the booking taking place unless otherwise agreed in writing from the Booking Secretary. Failure to make payment will result in the booking being cancelled and the deposit being forfeited.

27. Damage To Hall Fixtures & Fittings

It will be the responsibility of hirers to refund in full for the repair of any fixtures and fittings within the Village Hall, including any damage caused to the suspended heating panels.

28. Activity Equipment

At no time can any Bouncy Castles, inflatables or hard sports equipment be used within the confines of the Village Hall. Soft balls are permitted.

29. Start of Hire

Failure to arrive within 15 minutes of your booked hire time, unless we are otherwise notified, will result in the assumption that your booking is no longer required and any monies paid will not be refundable.